**Interlocal Agreement**
**Between**
**the County of Missoula**
**and**
**City of Missoula**

**Purpose: Missoula Public Library Living Roof Project**

This Interlocal Agreement ("Agreement") is entered into by and between the CITY OF MISSOULA, a municipal corporation ("City"), and the COUNTY OF MISSOULA, a political subdivision of the State of Montana ("County"), under the authority of the Montana Interlocal Cooperation statutes, Title 7, Chapter 11, Part 1, Montana Code Annotated (MCA), and consistent with the statutory authorization for city–county public libraries at MCA § 22-1-316.

RECITALS

A. The City and County previously entered into an interlocal agreement dated January 7, 1983 regarding the City–County library, which, among other things, provides that (i) the City owns the land upon which the library is located; (ii) the County owns the library building; (iii) the library operates as a County department for organizational purposes; and (iv) the County supports the library through a tax levy and other special sources as desired by the library and County.

B. The City has received a grant award to install a green roof on a section of the City–County library building ("Project"). The grant RD-EPA-7700 was awarded through the Montana Department of Natural Resources and Conservation (DNRC) and approved on 11/24/2025.

C. The parties desire to formalize roles, responsibilities, and cost-sharing for the Project in accordance with MCA Title 7, Chapter 11, Part 1, and the established City–County library framework authorized by MCA § 22-1-316.

AGREEMENT

1. Purpose and Authority

1.1 Purpose. The purpose of this Agreement is to coordinate City and County participation in the grant-funded Project to install a green roof on a section of the City–County library building.

1.2 Authority. This Agreement is made pursuant to the Interlocal Cooperation statutes, MCA Title 7, Chapter 11, Part 1 (including, as applicable, MCA §§ 7-11-104 and 7-11-105, and the authority for combined city–county libraries at MCA § 22-1-316.

2. Project Administration

2.1 City Lead. The City will manage the Project, including procurement, contracting, construction oversight, and compliance with all grant conditions, timelines, and reporting obligations. Prior to executing any contract for installation or construction oversight, the City shall provide reasonable time for County's risk and legal departments to review. Both City and County shall ensure that any rights, warranties, or guarantees under contracts shall be for the benefit of and fully transferable to the Library upon completion of installation.

2.2 Coordination. The City will coordinate with the Library and County for reasonable access, scheduling, and site logistics to minimize disruption to library operations.

2.3 No Technical Detail Required. The parties acknowledge that this Agreement does not address technical design or structural details; those matters will be handled by the City through its procurement and contracting processes.

3. Funding and Cost-Sharing

3.1 County Match Commitment. The County will provide match funds in a total amount not to exceed Seventy-Five Thousand Dollars ($75,000) for eligible Project costs.

3.2 Invoice-Based Reimbursement. The City will invoice the County for eligible, documented Project costs requiring match support. The County will remit payment

within thirty (30) days of receipt of an invoice and supporting documentation. Payments under this section are capped at the $75,000 match commitment.

3.3 Eligible Costs. Eligible costs are those necessary for the Project and consistent with grant requirements and applicable law. The City will identify any costs ineligible for match and will not invoice the County for those amounts.

3.4 No Additional Financial Obligation. Except as expressly provided in this Agreement, neither party assumes additional financial obligations for the Project.

4. Ownership; Existing Interlocal

4.1 No Change to Ownership. Nothing in this Agreement alters ownership interests or governance structures set forth in the 1983 Interlocal Agreement. The City's ownership of the land and the County's ownership of the building remain unchanged.

4.2 Incorporation by Reference. The 1983 Interlocal Agreement is acknowledged and incorporated by reference for context and continuity; its terms remain in full force and effect unless modified by mutual written agreement.

5. Indemnification

5.1 Mutual Indemnification. To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of the indemnifying party's negligent acts or omissions or willful misconduct in the performance of this Agreement.

5.2 Limitations. Nothing herein waives immunities or limitations of liability available to either party under Montana law, including the Montana Tort Claims Act, MCA Title 2, Chapter 9.

6. Term; Completion; Closeout

6.1 Effective Date. This Agreement becomes effective upon execution by both parties and any approvals required by law.

6.2 Termination upon Completion. The Agreement will automatically terminate upon (a) substantial completion of the green roof installation; and (b) final grant closeout by the granting agency, including all reporting and financial reconciliation, provided that Sections 5 (Indemnification), 7 (Records and Audit), and 9 (Miscellaneous) survive as applicable for claims or obligations arising prior to termination.

6.3 Early Termination. The parties may terminate this Agreement earlier by mutual written consent, provided all obligations accrued to date (including invoicing and payment) are satisfied.

7. Records and Audit

7.1 Records. The City will maintain records of Project expenditures, contracts, and grant reporting sufficient to demonstrate eligibility and compliance, and will provide the County reasonable access to records supporting County match invoices.

7.2 Audit. Each party will retain records in accordance with applicable retention schedules and permit audit by legally authorized entities to the extent required by law or the grant.

8. Notices

8.1 Notices. Formal notices under this Agreement must be in writing and delivered by hand, certified mail, or recognized courier to the parties' designated administrative contacts. (Contact information may be completed upon execution.)

9. Miscellaneous

9.1 Compliance with Law. The parties will comply with applicable federal, state, and local laws, regulations, and grant terms in carrying out the Project.

9.3 Amendments. Amendments must be in writing and signed by authorized representatives of both parties.

9.4 Entire Agreement. This Agreement, together with the incorporated 1983 Interlocal Agreement, constitutes the entire agreement regarding the subject matter and supersedes inconsistent prior understandings specific to the Project.

9.5 Severability. If any provision is held invalid, the remainder will continue in effect.

SIGNATURES

Missoula Board of County Commissioners

3/19/2026

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Juanita Vero
Commissioner, District 1

3/19/2026

Dave Strohmaier
Commissioner, District 2

3/19/2026

Josh Slotnick
Commissioner, District 3

Attest

Tyler Gernant, Clerk and Recorder

City of Missoula

Andrea Davis
Mayor

Attest

Claire Trimble, City Clerk